

1 BILL NO. S-86-09-21

2 SPECIAL ORDINANCE NO. S-159-86

3 AN ORDINANCE approving Contract
4 #423-1986, Pierson Ditch-Lagoon
5 Levee, between the City of Fort
6 Wayne, Indiana and T-G Excavating,
7 Inc., in connection with the Board
8 of Public Works and Safety.

9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
10 OF THE CITY OF FORT WAYNE, INDIANA:

11 SECTION 1. That the annexed Contract #423-1986, Pierson
12 Ditch-Lagoon Levee, between the City of Fort Wayne and T-G
13 Excavating, Inc., by and through its Board of Public Works and
14 Safety, is hereby ratified, and affirmed and approved in all
15 respects. The work under said Contract requires:

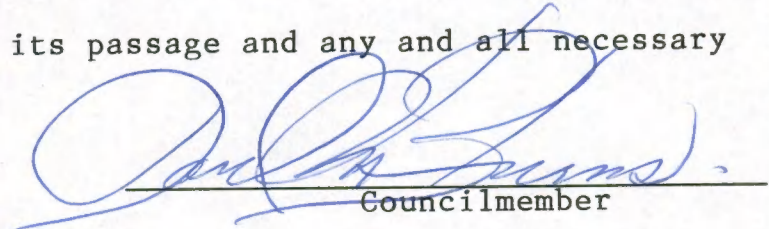
16 the repair of a 300' washout of
17 an existing levee located along
18 the East side of the Pierson Drain.
19 Said washout is more particularly
20 described as being located on the
21 Pierson Ditch approximately 1750+
22 L.F. South of the intersection
23 of Reed Road and Lake Avenue.
24 Said repairs will consist of com-
25 pletely brushing and removal from
26 jobsite all vegetation/plant life
27 to specifications and the placement
28 of underlayment of concrete slab
29 with compacted earth to prevent
30 bank erosion with a possible over-
31 lay of revetment rip rap;

32 the Contract price is Fifty-Two Thousand Five Hundred Twenty-Four
and No/100 Dollars (\$52,524.00).

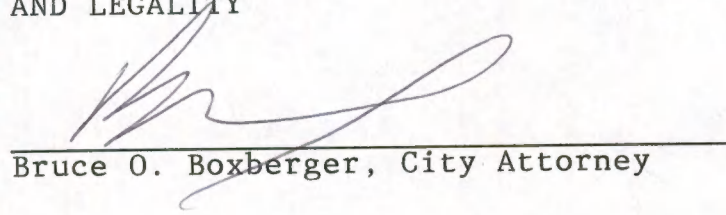
SECTION 2. Prior Approval was received from Common
Council with respect to this Contract, on Spetember 9, 1986.

Two (2) copies of the Contract, attached hereto, are on file
with the City Clerk, and are made available for public inspection,
according to law.

SECTION 3. That this Ordinance shall be in full force
and effect from and after its passage and any and all necessary
approval by the Mayor.


Councilmember

APPROVED AS TO FORM
AND LEGALITY


Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Burns, seconded by Henry, and duly adopted, read the second time by title and referred to the Committee City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.

DATE:

9-22-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Henry, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE:

10-14-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (~~APPROPRIATION~~) (~~GENERAL~~)

(~~SPECIAL~~) (ZONING MAP) ORDINANCE (RESOLUTION) NO. J-159-86

on the 14th day of October, 1986,

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 15th day of October, 1986, at the hour of 11:30 o'clock 7 M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 16th day of October, 1986, at the hour of 9:00 o'clock A M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

BOARD OF PUBLIC WORKS and SAFETY
INVITATION FOR BIDS/AWARD OF CONTRACT*
(Non-Federally Assisted Construction)

Page 1 of _____

PROJECT: PIERSON DITCH-LAGOON LEVEE

Contract No. 423-1986

CONTENTS

Resolution No 423-1986

Check if Contained	Pages	
X	1	Cover Sheet
X	A/1 - A/2	Advertisement for Bids
X	I/1 - I/	Instructions to Bidders
X	S/1 -S/2	Schedule
X	SI/1	Schedule of Items
	S/	Notes 1 and 2
X	NCA/1	Non-Collusion Affidavit
X	BB/1	Bidder's Bond
X	FS/1	Certificate in Lieu of Financial State- ment Form 96A
X	PB/1-PB/2	Specimen Form-Payment Bond
X	PGB/1-3	Specimen Form-Perfor. & Guaranty Bond
X	GP/1-GP/7	General Provisions
X	WS/1	Prevailing Wage Rates-State of Indiana
X	SP/1-SP/2	Special Project Specifications

ATTACHMENTS

X		Project Plans Drawing # SY- 11159			
		General Specifications and Conditions			
		Detail Standard Construction Standards			
		WPCE Department, City of Fort Wayne			
	EA/1-EA/4	Escrow Agreement			
	RW/1	Right-of-Way Cut Permit			
	NP/1	Notice to Proceed			
X	CO/1-CO/2	Change Order - Specimen Form			
X	AP/1	Apartheid Policy			
DISCOUNT for PROMPT PAYMENT (See Gen. Prov)		10 CALENDAR DAYS <u>0</u> %	20 CALENDAR DAYS <u>0</u> %	30 CALENDAR DAYS <u>0</u> %	OTHER <u>0</u> %

ACKNOWLEDGEMENT of AMENDMENTS	Amendment No. 1	Date	Amendment No. 2	Date
	✓	8/21/86		

BID SUBMITTED

T-G Excavating Inc.

Contractor

By: Thomas M. Stockamp
Its President

Offer

Date August 27, 1986

Bidder agrees to keep bid open for accep-
tance for _____ (90 days unless
otherwise specified)

Compliance J. Adams
O.C.2/85

ACCEPTANCE OF BID/AWARD OF CONTRACT

CITY OF FORT WAYNE

Board of Public Works & Safety

Lawrence D. Conacher
James Haley

CITY OF FORT WAYNE

Win Moses, Jr., Mayor

AWARD

Date

9-3-86

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership _____%.

For WBE specify percentage of women ownership _____%.

- B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____. (cross out inapplicable provision)

- C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. FOWLKES TRUCKING		HAULING
2.		
3.		

- D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. DON'T KNOW AT THIS TIME		
2.		
3.		

- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: _____

2. We have taken the following steps in an attempt to comply with these participation goals: _____

(attach additional sheets as necessary)

Contractor T-G Excavating Inc.

Contractor _____

By Thomas M. Stockamp

By _____

Its President

Its _____

14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____

2. My Company has taken the following steps in an attempt to comply with the 17 1/2 hourly utilization figure:

(attach additional sheets if necessary)

Contractor T-G Excavating Inc.

By Thomas M. Stockamp

Its President

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (~~will~~/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ____ day of _____, 19____, commencing at ____ o'clock ____ M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

SCHEDULE
Board of Public Works & Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:

All work will be performed in accordance with: Resolution No. 423-1986, Instructions to Bidders, Bond Forms, the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE OF \$ 52,524.00. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after the Board issues a written notice to proceed. All work shall be completed within ___ days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X". It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before ___ days after issuance of the notice to proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$ _____ price per day for each and every day after ___ days after issuance of the notice to proceed that the project remains uncompleted. The parties agree that the sum of \$ _____ per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United State of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and to waive any defect in any bid.

NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers and T-G Excavating Inc.

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

T-G Excavating Inc.

By: Thomas M. Stockamp

T-G Excavating Inc.

Subscribed and sworn to before me by Thomas M. Stockamp
this 27th day of August, 1986.

My Commission Expires:

4/6/88

Harold R. Zimmer
Notary Public Harold R. Zimmer
Resident of Allen County

Subscribed and sworn to before me by _____
this ____ day of _____, 198 ____.

My Commission Expires:

Notary Public
Resident of _____ County

Subscribed and sworn to before me by _____
this ____ day of _____, 198 ____.

My Commission Expires:

Notary Public
Resident of _____ County

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE, MD. 21203

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, T-G Excavating, Inc.
5544 Huguenard Road
Fort Wayne, IN 46818, as Principal, (hereinafter called the "Principal"), and
 the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, of Baltimore, Maryland, a corporation duly organized
 under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and firmly bound
 unto Fort Wayne Board of Public Works
One Main Street, City-County Bldg.
Fort Wayne, IN 46801 as Obligee, (hereinafter called the "Obligee"),
 in the sum of Five Percent (5%) of Contractors Maximum Bid Price Dollars (\$ -----),
 for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves,
 our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for repair of Pierson Ditch/Lagoon Levee,
Resolution #423-1986, per plans and specifications

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into
 a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be
 specified in the bidding or contract documents with good and sufficient surety for the faithful performance of
 such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the
 event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal
 shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said
 bid and such larger amount for which the Obligee may in good faith contract with another party to perform
 the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 27th day of August A.D. 19 86

Harold R. Zimmer
 Witness

T-G Excavating, Inc. (SEAL)

Thomas M. Stockamp, Pres.
 Principal
 Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
 Surety

Suzie Schnelker
 Suzie Schnelker
 Witness

By Virginia T. Axson (SEAL)
 Virginia T. Axson
 Attorney-in-Fact
 Title

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, . . . and to affix the seal of the Company thereto."

does hereby nominate constitute and appoint Duane E. Lupke, Donald L. Coffey, Edward B. Rice, Walter E. Boose, Virginia T. Axson, Gerald Clancy and Judith A. Snyder, all of Fort Wayne, Indiana, EACH.....
its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.
This power of attorney revokes that issued on behalf of Duane E. Lupke, etal, dated, December 27, 1985.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 2nd day of April, A.D. 1986.



ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

C W Robbins

Assistant Secretary

By

C M Pecot Jr

Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE

SS:

On this 2nd day of April, A.D. 1986, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by Official Seal, at the City of Baltimore, the day and year first above written.



Carol J Fader
Notary Public (Commission Expires July 1, 1986)

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 27th day of August, 1986.

L1428a-Cf. -044-2987

[Signature]
Assistant Secretary

FOR YOUR PROTECTION LOOK FOR THE F&D WATERMARK

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Thomas M. Stockamp, the President
Position, of T-G Excavating Inc.
Company

hereby certify:

1. That the Financial Statement of said company, dated the 28th day of February 1986, now on file in the office of the Board of Public Works & Safety is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof:
2. That I am familiar with the books of said Company showing its (financial) condition and am authorized to make this certificate on its behalf.

Dated: August 27, 1986

Thomas M. Stockamp
Signature Thomas M. Stockamp
President
Title

Subscribed and sworn to before me, a Notary Public, in and for said County and State this 27th day of August, 1986.

Harold R. Zimmer
Notary Public Harold R. Zimmer
Resident of Allen County

My Commission Expires:

4/6/88

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of T-G Excavating Inc.
_____, does hereby make the following representations
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council
of the City of Fort Wayne, Indiana, has passed an ordinance con-
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,
firms or corporations submitting bids to the City, for goods and
services, certify, as part of the bid, that such entity does not
support the policies of apartheid in South Africa.

The undersigned states, on behalf of T-G Excavating Inc.
_____, that T-G Excavating Inc.
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed
this 27th day of August, 1986.

T-G Excavating Inc.
(Name of Bidder/Vendor)

Thomas M. Hockamp President
(Name and Title of Person Signing)

BIDLER:

Spears- Dehner, Inc.:

[illegible]

BALTIMORE, MD. 21203

BALTIMORE, MD. 21203

Note: This bond is issued simultaneously with Performance Bond in favor of the owner conditioned on the full and faithful performance of the contract.

Approved by The American Institute of Architects, A.I.A. Document
No. A-311 February 1970 Edition.

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, . . . and to affix the seal of the Company thereto."

does hereby nominate constitute and appoint Duane E. Lupke, Donald L. Coffey, Edward B. Rice, Walter E. Boose, Virginia T. Axson, Gerald Clancy and Judith A. Snyder, all of Fort Wayne, Indiana, EACH.....
its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.
This power of attorney revokes that issued on behalf of Duane E. Lupke, etal, dated, December 27, 1985.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 2nd day of April, A.D. 1986.



ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

C W Robbins

Assistant Secretary

By

C M Pecot Jr

Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE

SS:

On this 2nd day of April, A.D. 1986, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by Official Seal, at the City of Baltimore, the day and year first above written.



Carol J. Faden
Notary Public (Commission Expires July 1, 1986)

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this day of, 19.....

L1428a—Cif.—044-2987

[Signature]
Assistant Secretary

FOR YOUR PROTECTION LOOK FOR THE F&D WATERMARK

COCOA CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

9-18-86

PRODUCER

Lupke-Rice Associates
P. O. Box 11309
Fort Wayne, Indiana, 46857

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY
LETTER

American Employers Insurance Co.

COMPANY
LETTER

B Commercial Union Insurance Co.

COMPANY
LETTER

C Employers Fire Insurance Co.

COMPANY
LETTER

COMPANY
LETTER

INSURED

T-G Excavating, Inc. and
Rex Terre, Inc.
5544 Huguenard Road
Fort Wayne, IN, 46818

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS		
						EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY	CAP-AIW 663238	3/1/86	3/1/87	BODILY INJURY	\$	\$
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM				PROPERTY DAMAGE	\$	\$
	<input checked="" type="checkbox"/> PREMISES/OPERATIONS				BI & PD COMBINED	\$ 1,000	\$ 1,000
	<input checked="" type="checkbox"/> UNDERGROUND				PERSONAL INJURY	\$	\$ 1,000
	<input checked="" type="checkbox"/> EXPLOSION & COLLAPSE HAZARD						
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS						
	<input checked="" type="checkbox"/> CONTRACTUAL						
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS						
C	AUTOMOBILE LIABILITY	BAF1379214	3/1/86	3/1/87	BODILY INJURY (PER PERSON)	\$	
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (PER ACCIDENT)	\$	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS (PRIV. PASS.)				PROPERTY DAMAGE	\$	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PRIV. PASS.)				BI & PD COMBINED	\$ 500	
	<input checked="" type="checkbox"/> HIRED AUTOS						
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
B	EXCESS LIABILITY	CI8103-001	3/1/86	3/1/87	BI & PD COMBINED	\$ 5,000	\$ 5,000
	<input checked="" type="checkbox"/> UMBRELLA FORM						
B	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	CI-87-H0539924	3/1/86	3/1/87	STATUTORY	\$ 100 (EACH ACCIDENT)	
						\$ 500 (DISEASE-POLICY LIMIT)	
						\$ 100 (DISEASE-EACH EMPLOYEE)	
OTHER							

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

All operations of the Insured

Job: repair of Pierson Ditch/Lagoon Levee, Resolution #423-1986

CERTIFICATE HOLDER

Fort Wayne Board of Public Works
One Main Street, City-County Bldg.
Fort Wayne, IN 46801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

Lupke-Rice Associates
Duane E. Lupke, Pres., CPCU

BILL NO. S-86-09-21

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract

#423-1986, Pierson Ditch-Lagoon Levee, between the City of Fort

Wayne, Indiana and T-G Excavating, Inc., in connection with the

Board of Public Works and Safety

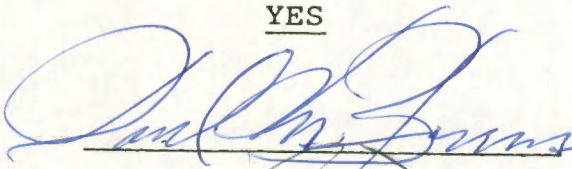
HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG

LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)

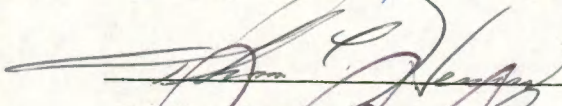
(~~RESOLUTION~~)

YES

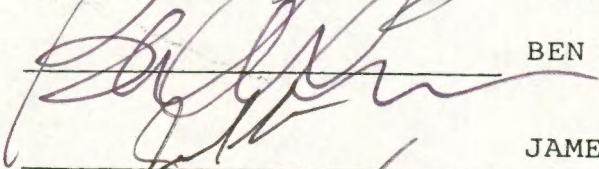
NO



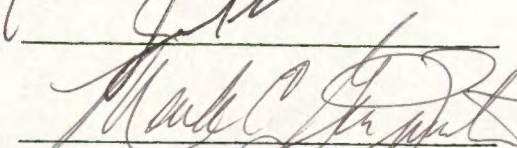
PAUL M. BURNS
CHAIRMAN



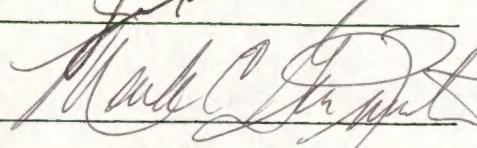
THOMAS C. HENRY
VICE CHAIRMAN



BEN A. EISBART



JAMES S. STIER



MARK E. GiaQUINTA

CONCURRED IN 10-14-86

SANDRA E. KENNEDY
CITY CLERK

TITLE OF ORDINANCE Contract #423-1986, Pierson Ditch-Lagoon Levee
DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety J 86-09-21
SYNOPSIS OF ORDINANCE The Contract for Res. 423-1986, Pierson Ditch-Lagoon Levee,
is for the repair of a 300' washout of an existing levee located along the
East side of the Pierson Drain, Said washout is more particularly described as
being located on the Pierson Ditch approximately 1750+ LF South of the inter-
section of Reed Road and Lake Avenue. Said repairs will consist of completely
brushing and removal from jobsite all ~~vegetation~~ plant life to specifications and
the placement of underlayment of concrete slab with compacted earth to prevent
bank erosion with a possible overlay of revetment rip rap. T-G Excavating, Inc.
is the contractor. PRIOR APPROVAL RECEIVED ON SEPTEMBER 9, 1986.

EFFECT OF PASSAGE Repair existing damage to the lagoon levee and prevent any
additional damage.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$52,524.00.

ASSIGNED TO COMMITTEE